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|  | *Atoms for Peace*  logo_letter_left3 |
|  | |  | | --- | | M-12/Rev. 6 (Sep 07) |   Wagramer Strasse 5, PO Box 100, 1400 Wien, Austria Phone: (+43 1) 2600 • Fax: (+43 1) 26007 Email: Official.Mail@iaea.org • Internet: http://www.iaea.org  In reply please refer to:  Dial directly to extension: (+431) 2600- |

***CONTRACT PURCHASE AGREEMENT No: CPA…….***

*- Development of E-learning Modules -*

This Contract Purchase Agreement (the Agreement) is made between the International Atomic Energy Agency (hereinafter referred to as “the IAEA”) whose address is: Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria, and

\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Supplier”) whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS the IAEA desires to procure services from the Supplier during the period of validity of this Agreement.

WHEREAS pursuant to the IAEA’s Request for Proposal Number \_\_\_\_\_\_\_\_\_\_\_ for the procurement of Development of E-learning Modules, the offer of the Supplier was accepted;

NOW, THEREFORE, the IAEA and the Supplier hereby agree as follows:

**Article 1**

**Scope of Work**

1. The Supplier shall provide the IAEA, as and when ordered, the services described in the Annex 1 to this Agreement (Statement of Work) at the prices stipulated in Annex 2 to this Agreement (Rate Card) for the period of validity of the Agreement, as indicated in Article 7 below.

2. Any request by the IAEA shall be made by Purchase Order(s) issued by the IAEA.

3. The IAEA does not warrant that it will purchase any minimum quantity/volume of services described in Annex 1 during the period of validity of this Agreement.

4. Any order made by the IAEA under this Agreement shall be governed by the IAEA General Conditions of Contract, Annex 3 to this Agreement.

**Article 2**

**Delivery and Lead Times**

1. The Supplier undertakes to provide the services referred to in Annex 1 to this Agreement in accordance with the schedule defined in each IAEA Purchase Order. In the event of unforeseen delays, the Supplier shall immediately notify the IAEA’s Office of Procurement Services by fax or by e-mail and indicate the estimated time of delivery.

2. Partial delivery of services under an individual Purchase Order shall not be permitted (unless agreed and authorized by the IAEA).

**Article 3**

**Changes in Conditions**

In the event of any advantageous technical changes and/or downward pricing of the goods and/or equipment and/or services specified in the Annex to this Agreement during the duration of this Agreement, the Supplier shall notify the IAEA immediately. The IAEA shall consider the impact of any such event and may request an amendment of the Agreement.

**Article 4**

**Privileges and Immunities**

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

**Article 5**

**Arbitration**

All disputes arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria, and the language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties.

**Article 6**

**Amendment**

No modification, or changes to this Agreement, or waiver of any of its provisions, shall be valid unless approved in writing by the duly authorized representatives of the Parties.

**Article 7**

**Entry into Force**

This Agreement shall enter into force on the date of the last signature by the representatives of the Parties (hereinafter referred to as “Entry into Force”) and shall remain valid and in force until 31 August 2015 and may be renewed (at the same terms and conditions) by mutual agreement of all the Parties.

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| For the INTERNATIONAL ATOMIC ENERGY AGENCY | | For ……………….: | |
| (the IAEA): | | (the Supplier) |  |
|  | |  | |
| (signature) |  | (signature) |  |
|  | |  | |
| (name and title) |  | (name and title) |  |
|  | |  | |
| (place and date) |  | (place and date) |  |

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***BLANKET PURCHASE AGREEMENT (BPA)*  2012-05-22**

Dear Sir/Madam,

Please refer to the IAEA Invitation to Bid Number: ITB-BPA- \_\_\_\_\_\_-(Year) dated \_\_\_\_\_\_\_ for the supply of *(BPA procurement request’s description)* from \_\_\_\_\_\_ (start date) through \_\_\_\_\_\_\_\_\_\_ (expiry date).

Attached are two original sets of Blanket Purchase Agreement Number: BPA-\_\_\_\_\_-(Year) between the IAEA and your company. Please sign and return both originals to the undersigned, in the enclosed self-addressed envelope. Following which, we will date, sign and return one original to you, at which point in time the Blanket Purchase Agreement shall enter into force.

We would appreciate receiving your fax acknowledgement upon receipt of this letter and the Blanket Purchase Agreement.

We look forward to a mutually co-operative and beneficial relationship throughout the duration of this Agreement.

Yours faithfully,

MT Office of Procurement Services